

Replevin in Connecticut

A Guide to Resources in the Law Library

- "In Connecticut, replevin proceedings are governed by statute rather than by the rules that apply to common-law actions of replevin." Cornelio v. Stamford Hospital, 246 Conn. 45, 49, 717 A.2d 140 (1998).
- **"When action of replevin maintainable.** "The action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from him in any manner, together with the damages for such wrongful detention." CONN. GEN. STATS. § 52-515 (2008).
- **"Burden of proof. Evidence. Damages and costs.** "If the plaintiff's right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs." CONN. GEN. STATS. § 52-529 (2008).
- **Damages for property not replevied. No costs against common carrier.** "If any of the property described in the writ of replevin is not replevied, but the plaintiff proves a general or special property interest therein with a right to its immediate possession, and that the property is wrongfully detained by the defendant, and claims full damages therefor, the value of the property with damages for its detention may be included in any judgment which the plaintiff may recover. Any such value shall be stated upon the record. No costs may be taxed against a common carrier which is defendant in any action of replevin for recovery of goods, wares, merchandise, baggage or freight in its possession when such common carrier upon demand surrenders the property to the officer serving the writ and makes no defense to the action." CONN. GEN. STATS. § 52-530 (2007).

Contents

- [§ 1 Action of replevin in Connecticut](#)
- [§ 2 Replevin Writ](#)
- [§ 3 Defenses](#)
- [§ 4 Judgment](#)
- [§ 5 Annotations from early Connecticut reporters](#)

Tables

- [Table 1 Commencement of action for replevin](#)
- [Table 2 Security deposits](#)
- [Table 3 Pleading Replevin](#)
- [Table 4 Burden of proof](#)

FIGURES:

- [Figure 1 Form of writ, affidavit and bond - - CONN. GEN. STATS. § 52-519 \(2008\)](#)

Replevin. Civil Action in Connecticut

<http://www.jud.ct.gov/CivilProc/replevin.htm>

Section **1**

Action of Replevin in Connecticut

A Guide to Resources in the Law Library

- SCOPE:** Bibliographic resources relating to when the action of replevin may be maintained to recover any goods or chattel.
- SEE ALSO:**
- *Alienation Of Affection Suites In Connecticut*, v.2A § 1.4 "Breach of promise to marry and return of engagement ring and courtship gifts."
- CURRENCY:** 2008 edition
- INTERNET SITES:** <http://www.jud.ct.gov/CivilProc/replevin.htm>
- DEFINITIONS:**
- **STATUTORY ACTION:** "Replevin is a purely statutory action." *Staub v. Anderson*, 152 Conn. 694, 695, 211 A.2d 691 (1965).
 - **ACTION OF REPLEVIN** "The action of replevin may be maintained to recover any goods or chattels in which the plaintiff has a general or special property interest with a right to immediate possession and which are wrongfully detained from him in any manner, together with the damages for such wrongful detention.." CONN. GEN. STATS § 52-515 (2008).
 - **GOODS OR CHATTELS:** "Thus, in order to replevin the slides, the plaintiff must establish that: (1) the slides are 'goods or chattels' within the meaning of § 52-515; (2) she has a 'property interest' in the slides; (3) she has a right to immediate possession of the slides; and (4) the defendant has wrongfully detained the slides." *Cornelio v. Stamford Hospital*, 246 Conn. 45, 49, 717 A.2d 140 (1998).
 - **PROCESS:** "The officer who replevies property shall leave a true and attested copy of the process with the defendant, or at his usual place of abode, within three days after the replevy, and shall retain the property replevied in his custody for twenty-four hours after leaving the copy, unless the defendant endorses on the writ that he is satisfied with the amount and sufficiency of the recognizance taken on issuing the writ." CONN. GEN. STATS. § 52-521(a) (2008).

- **RECOGNIZANCE:** b) "If the defendant is not satisfied with the recognizance, he may, at any time before the return day of the writ, cite the plaintiff or his attorney, or the officer serving the writ, if the property still remains in his custody, to appear at once before a judge of the superior court where the replevin was effected, to respond to a motion for a new bond. The judge may hear the motion and, at his discretion, order a new or further bond, conditioned like the recognizance taken on issuing the writ, signed by the obligors, and delivered to the defendant, by whom it shall be transmitted to the court to which the writ was made returnable. If the order is made while the property replevied remains in the custody of the officer, he shall not deliver the property to the plaintiff until the bond is given." CONN. GEN. STATS. § 52-521(b) (2008).
- **NEW BOND:** "If an order for a new bond is not complied with, or if the officer fails to leave with, or at the usual place of abode of, the defendant a true and attested copy of the writ, or to retain the property in his custody, as hereinbefore provided, the writ of replevin shall be null and void." CONN. GEN. STATS. § 52-521(c) (2007).
- **VOIDING OF PROCESS:** "If it appears to the court before which an action of replevin is pending that the replevin bond attached to the writ is insufficient, the court may, at its discretion, order a new or further replevin bond to be given by the plaintiff, conditioned like the recognizance taken on issuing the writ. If the plaintiff fails to comply with the order, he shall be nonsuited." CONN. GEN. STATS. § 52-521(d) (2008).

STATUTES:

- CONN. GEN. STATS. (2008)
 Chapter 921. Replevin
 § 52-515. When action of replevin maintainable
 § 52-516. Commencement of action of replevin.
 Prejudgment remedy
 § 52-517. Replevin for property attached
 § 52-518. Replevin writ; Affidavit as to value of goods
 and recognizance required
 § 52-522. Pleadings
 § 52-523. Complaint
 § 52-531. Nonresident defendant; Security for costs

FORMS:

- 3 JOEL M. KAYE & WAYNE D. EFRON, CONNECTICUT PRACTICE SERIES. CIVIL PRACTICE FORMS (2004).
 - Form 604.1. Process and complaint in replevin
 - Form 604.1-A. Answer and counterclaim in action of replevin

- Form 604.2. Complaint in replevin by secured party
- 1A Douglass B. Wright & John H. Yeomans, Connecticut Legal Forms (1983).
- Form 602.23. Complaint in Replevin (pp. 323-325).

CASES:

- Payne v. TK Auto Wholesalers, 98 Conn. App. 533, 540-541, 911 A.2d 747 (2006). "In defending against an action by the plaintiff for replevin, the defendant maintained that the plaintiff was not the rightful owner of the property. The court rejected such a defense: 'When it is said that to maintain replevin the plaintiff's possession must have been lawful, it means merely that it must have been lawful as against the person who deprived him of it; and possession is good title against all the world except those having a better title. . . . One who takes property from the possession of another can only rebut this presumption [of title] by showing a superior title in himself, or in some way connecting himself with one who has.' Id., 295-96; see also 4 Restatement (Second) Torts, § 895, comment (f), pp. 387-88 (1979)."
- Angrave v. Oates, 90 Conn. App. 427, 430-431, 876 A.2d 1287 (2005). "The record contains ample support for the court's judgment in favor of the plaintiff. It found that the plaintiff had a possessory interest in the dog, a chattel, as evidenced from the dog's registration naming both the plaintiff and the defendant as her owners. The court was persuaded that the plaintiff had a right to immediate possession of the dog by (1) the period during which the plaintiff had possessed and cared for the dog (which exceeded two years and had constituted the majority of the dog's lifetime) and (2) the plaintiff's exclusive payment for all of the dog's care, entry into shows and medical treatments during that period. The court's determination that the defendant wrongfully had possessed the dog is supported by the finding that the defendant had retained possession of the dog when neither party had ever contemplated that the dog would be returned to the defendant. We conclude, therefore, that the court's finding that the plaintiff had a right to immediate possession of the dog is supported by the record and was not clearly erroneous."
- Cornelio v. Stamford Hospital, 246 Conn. 45, 49, 717 A.2d 140 (1998). "In Connecticut, replevin proceedings are governed by statute rather than by the rules that apply to common-law actions of replevin."
- Shawmut Bank, N.A. v. Valley Farms, 222 Conn. 361, 361-362, 610 A.2d 652 (1992). "The principal issue in this appeal is the constitutionality, under the due process clause

of the fourteenth amendment to the United States constitution of our statutory scheme regarding the action of replevin codified in General Statutes 52-515 et seq."

- ATC Partnership v. Windham, 71 Conn. App. 438, 444, 802 A.2d 210 (2002). "In addition to its misplaced reliance on the doctrine of sovereign immunity, the court also held that the items the plaintiff claimed as its property, which were housed in the American Thread factory buildings, were fixtures and, therefore, were not 'goods or chattels' in which the plaintiff has a general or special property interest as required by § 52-515 for a statutory action of replevin."
- Cornelio v. Stamford Hospital, 140 Conn. 140, 717 A.2d 140 (1998). "Thus, in order to replevin the slides, the plaintiff must establish that: (1) the slides are 'goods or chattels' within the meaning of § 52-515; (2) she has a 'property interest' in the slides; (3) she has a right to immediate possession of the slides; and (4) the defendant has wrongfully detained the slides."
- Shawmut Bank, N.A. v. Valley Farms, 222 Conn. 361, 362, 610 A.2d 652 (1992). "The principal issue in this appeal is the constitutionality, under the due process clause of the fourteenth amendment to the United States constitution, of our statutory scheme regarding the action of replevin codified in General Statutes 52-515 et seq."
- ". . . We are unpersuaded by the defendants' claim that the recent United States Supreme Court decision in *Connecticut v. Doe*, 500 U.S. ___, 111 S.Ct. 2105, 115 L.Ed.2d 1 (1991), required the plaintiff in this case to establish more than probable cause, namely, exigent circumstances, in order to obtain an order of replevin." p. 373.

**WEST KEY
NUMBERS:**

- Replevin # 1. Nature and scope of remedy

ENCYCLOPEDIAS:

- 77 C.J.S. Replevin (2006).
- 66 AM JUR2D Replevin (2001).
- Elaine Marie Tomko, Annotation, *Rights In Respect Of Engagement And Courtship Presents When Marriage Does Not En*sue, 44 ALR5th 1 (1996).
- Gary D. Spivey, Annotation, *Replevin or Claim-And-Delivery: Modern View as to Validity of Statute or Contractual Provision Authorizing Summary Repossession of Consumer Goods Sold Under Retail Installment Sales Contract*, 45 ALR3d 1233 (1972).
- Annotation, *Voluntary Dismissal Of Replevin Action By Plaintiff As Affecting Defendant's Right To Judgment For The*

Return Or Value Of The Property, 24 ALR3d 768 (1969).

**TEXTS &
TREATISES:**

- 3 JOEL M. KAYE & WAYNE D. EFRON, CONNECTICUT PRACTICE SERIES. CIVIL PRACTICE FORMS (2004).
 - Authors' Comments following Form 604.1
 - Authors' Comments following Form 604.1-A
 - Authors' Comments following Form 604.2
- Richard L. Newman & Jeffrey S. Wildstein, Tort Remedies in Connecticut (1996).
 - § 14-2 (c)
- Douglass B. Wright, John R. FitzGerald, William L. Ankerman, Connecticut Law of Torts (3rd ed. 1991).
 - § 24. Trespass of personal property (Trespass de Bonis Asportatis)

COMPILER:

Lawrence Cheeseman, Connecticut Judicial Branch Law Library at Middletown, One Court Street, Middletown, CT 06457. (860) 343-6560. [EMAIL](#)

Table 1 Commencement of action for replevin

Commencement of Action of Replevin Conn. Gen. Stats. § 52-516 (2008)	
(a)	"An action of replevin shall be commenced by a writ of summons or attachment, describing the parties, the court to which it is returnable and the time and place of appearance. The writ shall be signed as in other civil actions and may run into any judicial district."
(b)	"An action of replevin, to the extent that it includes a prejudgment remedy as defined in section 52-278a, shall not be allowed unless the provisions of sections 52-278a to 52-278f, inclusive, are complied with."

Table 2 Security deposits

Return of Rental Security Deposit	
Conn. Gen. Stats, § 47a-21 (2008)	"Action to reclaim security deposit. Any person may bring an action in replevin or for money damages in any court of competent jurisdiction to reclaim any part of his security deposit which may be due. This section does not preclude the landlord or tenant from recovering other damages to which he may be entitled."

Section 2

Replevin Writ, Affidavit & Recognizance

A Guide to Resources in the Law Library

SCOPE:

Bibliographic resources relating to replevin writ, affidavit and recognizance

CURRENCY:

- 2008 Edition

DEFINITION:

- **AFFIDAVIT:** "A writ of replevin shall not be issued: (1) Until the plaintiff, or some other credible person, subscribes an affidavit annexed to the writ stating the true and just value of the goods which it is desired to replevy, and that the affiant believes that the plaintiff is entitled to the immediate possession of the goods" CONN. GEN. STATS. § 52-518 (2008).
- **RECOGNIZANCE:** " . . . and (2) until some person, known to the authority signing the writ to be of sufficient responsibility, has entered into a recognizance before him, with at least one sufficient surety, in a sum at least double the sworn value of the property, conditioned (A) that the plaintiff shall prosecute his action to effect, (B) for the payment of any judgment that may be recovered by the defendant in the action, and (C) for the return of the property to the defendant, and payment to the defendant of all damages sustained by the replevy of the property if the plaintiff fails to establish his right to its possession. The recognizance shall be signed by the obligors in the presence of at least one witness other than the authority taking the recognizance. A record of the recognizance shall be entered at the foot of the writ before the writ is issued, and copies of the process left in service shall contain the affidavit and the recognizance." Ibid.
- **NONRESIDENT DEFENDANT; SECURITY FOR COSTS.** In an action of replevin brought against any person not an inhabitant of this state, the court before which the action is pending may make such order as to security to be given by the defendant for costs that may be recovered by the plaintiff as it deems just.

STATUTES:

- CONN. GEN. STATS. (2008).
52-518. Replevin writ; affidavit as to value of goods and recognizance required

§ 52-519. Form of writ, affidavit and bond
§ 52-531. Nonresident defendant; Security for costs

CASES:

- Watson v. Watson, 9 Conn. 141 (1832).
- Nichols v. Standish, 48 Conn. 321, 323 (1880). "Numerous cases are reported in which obligators in replevin bonds, when sued, have attempted to escape liability on the ground of irregularities in the institution or prosecution of the replevin proceedings , or of technical defects in the bonds themselves. But the attempts have uniformly failed."
- Meyers v. C. I. T. Corporation, 132 Conn. 284, 287, 43 A.2d 742 (1945). "The nature of the obligation incurred by the defendants by the execution of this replevin bond is clear under the decisions of this court. As was stated in *Hannon v. O'Dell*, 71 Conn. 698, 707, 43 A. 147, 'The bond was a mere substitute for the interest attached. It was given 'to place the attaching creditor in as good a condition as he would have been, if his officer had continued in possession of the property. It is a security substituted for that which is taken away by the replevin.' *Green v. Barker*, 14 Conn. 431, 434; see also *Walko v. Walko*, 64 Conn. 74, 77, 29 A. 243. Accordingly, the extent of the obligor's liability upon the bond is limited by the nature and consequent value of the obligee's interest in the property replevied where, as here, damages for failure to return the property attached is the element of damage claimed. *Fielding v. Silverstein*, 70 Conn. 605, 609, 40 A. 454. This was a vital issue under the pleadings upon the trial of this case."

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Table 3 Pleading Replevin

Pleading Replevin CONN. GEN. STATS. (2008)	
§ 52-523	COMPLAINT. "If the complaint in an action of replevin contains a sufficient statement of the plaintiff's title and right of possession, a general allegation that the defendant wrongfully took the goods shall be sufficient without setting forth the facts showing that the taking was wrongful. If the taking of the goods is not complained of, but the action is founded upon their wrongful detention, the complaint shall set forth the facts showing that the detention was wrongful."
§ 52-522	PLEADINGS. "In an action of replevin, no cause of action, except of replevin or for a conversion of the goods described in the writ of replevin, may be stated. The pleadings in such action shall conform to the requirements of pleadings in civil actions so far as such requirements may be consistent with the substantive rights secured by this chapter."

Table 4 Burden of proof

Burden of Proof	
CONN. GEN. STATS. § 52-529 (2008).	Burden of proof. Evidence. Damages and costs. "If the plaintiff's right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs."

Section 3

Defenses

A Guide to Resources in the Law Library

- SCOPE:** Bibliographic resources relating to defenses to an action for replevin in Connecticut
- CURRENCY**
- 2008 edition
- DEFINITIONS:**
- **DEFENSES.** "All defenses to an action of replevin, other than those to the jurisdiction or in abatement, including avowry, alleging the defendant's right to take and hold the goods, and disclaimer, renouncing any interest in the goods, shall be made by answer or demurrer. Those defenses claiming that the taking is for a lawful cause shall be by way of answer alleging the special facts upon which they are based. If the defendant claims a return of the goods or damages, he shall make the claim by way of counterclaim." CONN. GEN. STATS. § 52-524 (2008).
 - **STATEMENT OF TITLE.** "(a) An allegation by either party that the party pleading or a third person was, at the time when the action of replevin was commenced, or at the time the goods were replevied, the owner of the goods, or that they were then his property, is a sufficient statement of title unless the right of action or defense rests upon a right of possession by virtue of a special property interest." CONN. GEN. STATS. § 52-525(a) (2007).
 - **SPECIAL PROPERTY INTEREST:** "If the right of action or defense rests upon a right of possession by virtue of a special property interest, the pleading shall set forth the facts upon which the special property interest depends so as to show that, at the time when the action was commenced or the goods were replevied, as the case may be, the party pleading or the third person was entitled to the possession of the goods." CONN. GEN. STATS. § 52-525(b) (2008).
 - **ANSWER:** "The defendant may, by answer, defend on the ground that a third person was entitled to the possession of the goods without connecting himself with the latter's title." CONN. GEN. STATS. § 52-525(c) (2008).
- STATUTES:**
- CONN. GEN. STATS. (2008).
 - § 52-524. Defenses
 - § 52-525. Statement of title

§ 52-526. Judgment
§ 52-528. Procedure on withdrawal or nonsuit of plaintiff
§ 52-529. Burden of proof. Evidence. Damages and
Costs
§ 52-530. Damages for property not replevined. No cost
against common carrier
§ 52-531. Nonresident defendant; Security for costs

FORMS:

- 3 JOEL M. KAYE & WAYNE D. EFFRON, CONNECTICUT PRACTICE SERIES. CONNECTICUT CIVIL PRACTICE FORMS (2004). Form 604.1-A. *Answer And Counterclaim In Action For Replevin*

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Section 4

Judgment

A Guide to Resources in the Law Library

- SCOPE:** Bibliographic resources relating to the Action of Replevin in Connecticut
- CURRENCY:**
- 2008 Edition
- DEFINITIONS:**
- **JUDGMENT.** "No judgment for a return of the goods or for damages may be given to a defendant under a mere denial of the acts complained of, nor may a judgment of return be rendered in favor of a defendant who has either filed a disclaimer of interest in the goods or not filed a counterclaim claiming a return of the goods replevied. (2008).
 - **PROCEDURE ON WITHDRAWAL OR NONSUIT OF PLAINTIFF.** "If the plaintiff, in any action of replevin, fails to appear or withdraws or is nonsuited, before or after issue is joined, the defendant may file an answer in the nature of an avowry alleging his right to take and hold the goods and a counterclaim stating the injury he has sustained and his claim for damages. Thereafter, the court shall render judgment for the defendant to recover such damages as he has sustained, and his costs, and for a return of the property replevied; except that, in any action where the plaintiff withdrew by mistake, the court shall reinstate the case as though it had not been withdrawn." CONN. GEN. STATS. § 52-528 (2008).
 - **BURDEN OF PROOF. EVIDENCE. DAMAGES AND COSTS.** "If the plaintiff's right to the possession of the property described in the writ of replevin is put in issue, without any disclaimer of title by the defendant, the plaintiff shall be bound to prove his right to possession, and may show the damages sustained by him by reason of the detention of the property by the defendant. If the defendant in his answer by way of counterclaim claims damages for the replevin, he may give evidence of the damages. Judgment, if for the plaintiff, whether upon default or trial, shall be for his damages and costs, and, if for the defendant, shall be for a return of the property and for his damages and costs." CONN. GEN. STATS. § 52-529 (2008).
- STATUTES:**
- CONN. GEN. STATS. (2008).
§ 52-526. Judgment

§ 52-528. Procedure on withdrawal or nonsuit of plaintiff
§ 52-529. Burden of proof
§ 52-530. Damages for property not replevined. No cost
against common carrier

CASES:

- Nichols v. Culver, 51 Conn. 175, 176 (1883). "The case finds that the plaintiff was not entitled to the possession of the piano in question when this case was tried in the court below. It appears that in the month of December, 1880, the defendants were the owners of the piano, and sold it to the plaintiff for the sum of fifty dollars."

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Figure 1 Form of writ, affidavit and bond - - CONN. GEN. STATS. § 52-519 (2008).

"The writ in an action of replevin, and the accompanying affidavit and recognizance, may be in the following form:

To any proper officer:

By authority of the state of Connecticut, you are hereby commanded, without delay, to cause to be replevied to A.B. of certain goods and chattels, to wit: of the value of (here insert the value as stated in the affidavit) dollars, now in the possession of C.D. of at and wrongfully detained by him, and (to attach the goods or estate of C.D., to the value of dollars and) him summon to appear before the superior court to be held at within and for the judicial district of on the Tuesday of, 20..; then and there to answer to A.B., in a civil action, in which the plaintiff complains and says:

(Here follows complaint.)

Hereof fail not, but make due service and return.

Dated at, this day of, 20..

E.F., Commissioner of the Superior Court.

Judicial district of ss. Town of, 20..

J.S., of, being duly sworn, deposes and says that he believes that A.B. of is entitled to the immediate possession of the following described goods and chattels, namely:; that the deponent knows the nature and value of said goods and chattels, and that their true and just value, as nearly as the deponent can estimate it, is dollars.

J.S.

Subscribed and sworn to before me,

E.F., Commissioner of the Superior Court.

Be it remembered that at the town of in judicial district, on the day of, 20.., there personally appear before me, A.B. of, as principal, and I.J. of, as surety, both of whom are known to be of sufficient responsibility, and acknowledged themselves jointly and

severally bound to C.D. of, in a recognizance in the sum of dollars, that A.B. of, who brought the foregoing writ and complaint against C.D., shall prosecute his action to effect, and shall pay to C.D. any judgment that C.D. may recover in the action, and return to C.D. the goods and chattels that may be recovered under the writ, and pay to him all damages that he may sustain by the replevying thereof if A.B. shall fail to establish his right to the possession of the same in the action.

A.B.

I.J.

Signed by the obligors in the presence of

X.Y.

Subscribed and taken before me,

E.F., Commissioner of the Superior Court.

Section 5

Annotations from Early Connecticut Reporters

CONN. GEN. STAT. § 52-515

In 1672, following the lead of Massachusetts, which had enacted a similar statute in 1641, the action of replevin was given for all goods and chattels "impounded, distrained, seized or extended, unless it be upon execution after judgment and in payment of fines and rates." In the revision of 1821, special provisions were made for determining the court to which the action should be brought, and the forms of proceeding in different cases. In the compilation of 1835, the action was restricted to cases of impounding, distraining and attachments; and, in the revision of 1849, to cases of impounding and attachments levied on the goods of a third party. In 1863 it was extended to all other cases of unlawful detention of goods (54 Conn. 318), but the special provisions regulating the forms of proceeding in regard to cases of impounding and attachments were retained; in the revision of 1875 they were consolidated and essentially changed.

Replevin is governed by statute rather than by the rules of the common-law action of the same name. 66 Conn. 547.

Action of replevin examined and explained. 14 Conn. 114. See a review of the various changes in our legislation in 38 Conn. 249.

If cattle lawfully impounded are unlawfully detained by the poundkeeper, the impounder is not liable in this action. 24 Conn. 361.

Prior to the revision of 1875, replevin would not lie for property taken on execution; 39 Conn. 213; 41 Conn. 321; 44 Conn. 176, 177; but the statute, as then revised, embraces chattels held on an execution. 49 Conn. 112, 113. Right to immediate possession was necessary at common law; 42 Conn. 76; 60 Conn. 465; otherwise by statute. 42 Conn. 76. Previous demand unnecessary, when. 42 Conn. 425; 86 Conn. 372; 105 Conn. 677. Replevin is maintainable by a receiptor of goods attached. 45 Conn. 109. Not maintainable by purchaser of stolen goods against officer holding them for identification. *Id.*, 548. Replevin does not lie for liquors seized for condemnation; 48 C. 200; nor for liquors kept to be sold in violation of law. 49 Conn. 164. Effect of acquiring right to the property pending suit. 51 Conn. 176. Lies only for specific, distinguishable property. 54 Conn. 318. Money is not repleviable, when. 66 Conn. 511. Lies to recover liquor license; 74 Conn. 392; to recover goods fraudulently obtained. 73 Conn. 547. Does not lie to recover real fixture; 75 Conn. 170; nor can mortgagee out of possession recover fixture severed by mortgagor. 72 Conn. 464. It does not lie where possession was originally secured lawfully and has not become unlawful. 83 Conn. 159. Lies against several where one defendant

refuses delivery and others claim under him; 77 Conn. 462; but not where each claims different portion of goods. 86 Conn. 372. Bringing of action by seller of goods as rescission of sale. 91 Conn. 482. Proof of claim in bankruptcy for part of goods sold as defense to replevin of rest. *Id.* Quaere, whether writ lies for goods already held under another replevin writ. *Id.*, 320. Effect of abandonment of replevin action. 99 Conn. 265. Defendant not entitled to damages unless he counterclaims; amount of damages. 101 Conn. 60. Demand unnecessary where conditional vendor has right to immediate possession. 105 Conn. 677. Owner entitled to damages for loss of use of automobile wrongfully replevied. 108 Conn. 526. Verdict set aside for refusal to award any damages; and for awarding excessive damages. 100 Conn. 97, 99. See note to section 52-517 re 128 Conn. 199 and *Id.*, 506. Plaintiff must rely on strength of his title rather than weakness of defendant's and must prove a right to immediate possession. 135 Conn. 517. Power of sale gives chattel mortgagee a right of general property and replevin lies. 137 Conn. 145. Depreciation in value during period of detention is proper element of damages, but right to such damages ceases on termination of the detention. 152 Conn. 695. Plaintiff did not, as a matter of statutory law, have right to immediate personal possession of pathology slides. 246 Conn. 45.

CONN. GEN. STAT. § 52-516

Cited. 66 Conn. 549. Writ without complaint is a nullity; not amendable; remedy is to erase from docket; defendant has no right to plead further or to damages. 97 Conn. 399; 98 Conn. 229. Effect of returning writ to wrong court. 105 Conn. 673. Misdescription of property replevied. *Id.*, 675. Cured by provision in original conditional bill of sale permitting vendor on default to enter and take possession. *Id.* Cited. 222 Conn. 361.

CONN. GEN. STAT. § 52-517

Replevin lies by a trustee for trust property which was attached as his own individual property. 36 Conn. 13; *Id.*, 105. Prior to 1878 the attaching plaintiff alone could be sued in replevin. 45 Conn. 157. This statutory remedy was unquestionably within the legislative power. 68 Conn. 9. Parties to action; judgment against officer as estoppel. 70 Conn. 340; 74 C. 397. Not maintainable by conditional vendor involved in conspiracy to defraud vendee's creditors. 128 Conn. 199. Nor by husband to recover vehicles attached in suit against wife which he had registered in her name to prevent attachment by his creditors. *Id.*, 506. Only statutory method for recovery of exempt property. 136 Conn. 641.

CONN. GEN. STAT. § 52-518

This writ is demandable as a matter of right. 9 Conn. 145. Surplusage in description of goods to be replevied. *Id.* The bond holds good until final judgment, in whatever court the suit may be lawfully carried by either party. 1 Root. 57; 30 Conn. 143, 144. Surety not discharged by principal's taking poor debtor's oath. 1 Root. 261. Bond forfeited by withdrawal of suit before return day; 30 Conn. 146; or by neglect of officer to return the writ. 36 Conn. 147. Defendant cannot recover on the bond for a failure to return, if his title was by a lien which has been dissolved. 14 Conn. 434. A trustee can replevy property attached as his individually. 36 Conn. 13. Averments in suit on bond for a failure to return. 16 Conn. 578. As to a demand. 30 Conn. 148. Sufficiency of affidavit. 49 Conn. 62; 54 Conn. 315. In suit on bond, the damages are the value of the property at the time it was replevied. 61 Conn. 285. Bond virtually takes the place of the goods replevied. 64 Conn. 77. If the writ is void, the bond also is void. 44 Conn. 371. Defendant in a suit on the replevin bond may show

that he never gave it. *Id.*, 469. A return to officer from whom the property was taken, sufficient when. 46 Conn. 447. Obligor cannot escape liability on the ground of technical defects in the bond. 48 Conn. 322. Suit on bond; evidence admissible in mitigation of damages. 36 Conn. 147; 48 Conn. 475; 59 Conn. 495. Replevin bond covers costs; nonresident plaintiff not bound to give additional bond. 54 Conn. 48. Bond of stranger as principal, and plaintiff as surety, held sufficient. 57 Conn. 193. Variance in copy of affidavit, held immaterial. 65 Conn. 542. Defendant is not obliged to claim and prove damages in the replevin action, but may, if he so elects, recover them in a subsequent suit on the replevin bond. 71 Conn. 86; 74 Conn. 392. Bond represents goods; estoppel of obligee. 64 Conn. 77. Effect of bond. 70 Conn. 608; 71 Conn. 707. When given by receiver. 75 Conn. 636. Bond of B "as attorney for R" binds B personally. 78 Conn. 227. Person directing attachment is real party in interest and may sue on bond. 74 C. 392. Action on bond not a bar to action for nonreturn of goods. 76 Conn. 683. Parties to bond cannot set up defects in its issuance when sued thereon; effect of action by de facto justice. 77 Conn. 184. Damages recoverable on bond though none claimed in replevin action; 74 Conn. 392; *Id.*, 553; rule of damages; 71 Conn. 86; 74 Conn. 392; *Id.*, 551; evidence of defendant's title as mitigation of damages. 70 Conn. 605; 71 Conn. 698; 74 Conn. 175. Damages recoverable on bond for wrongful replevy of automobile truck. 94 Conn. 482. Affidavit of value prima facie but not conclusive evidence of true value; purpose of affidavit. 104 Conn. 503. Irregularities in recognizance make action abatable. 111 Conn. 113. Cited. 119 Conn. 460. See notes to sections 52-515, 52-516 and 52-519. Cited. 222 C. 361.

Cited. 4 Conn. App. 58.

Cited. 34 Conn Supp.22.

CONN. GEN. STAT. § 52-519

Form need not be literally followed; substantial compliance is sufficient. 45 Conn. 158, 159; 54 Conn. 314; 57 Conn. 193. Immaterial variance in copy of affidavit is not a ground of abatement. 65 Conn. 542. Cited. 70 Conn. 340. Estoppel against obligors in recognizance. 77 Conn. 181. Nominal damages in action on bond where defendant prevails on replevin. 96 Conn. 683. Service of writ without complaint constitutes fatal defect, which may not be amended. 97 Conn. 399; 98 Conn. 229. Reformation of bond denied where surety mistakenly gave bond which did not contain condition covering failure to prosecute to effect. 125 Conn. 440.

Cited. 6 Conn. Supp. 156.

CONN. GEN. STAT. § 52-521

Cited. 63 Conn. 569. Immaterial variance in copy of affidavit is not a ground of abatement. 65 Conn. 542. Though writ is defectively served, if officer takes goods as agent of owners, they may retain them. 87 Conn. 369. Application by plaintiff for a new bond waives right to plea in abatement for irregularities in recognizance. 111 Conn. 112. See note to section 52-519 re 125 Conn. 440. Cited. 222 Conn. 361.

CONN. GEN. STAT. § 52-524

Writ without a complaint is a nullity; remedy is motion to erase from docket; defect is not amendable. 97 Conn. 399; 98 Conn. 229. Defendant not entitled to damages unless he demands them in counterclaim; recovery restricted to damages growing out of act of replevy. 101 Conn. 61. Misdescription of property replevied cured by

provision in conditional sale contract allowing vendor, on default, to enter and retake possession. 105 Conn. 675.

When defendant simply filed general denial, court could award costs but not damages. 11 Conn. Supp. 334. Cited. 14 Conn. Supp. 458.

CONN. GEN. STAT. § 52-525

Cited. 128 Conn. 198. Does not alter rule that plaintiff alleging general property and right to immediate possession must prove it to prevail. Id., 508. Where right of action rests upon a right of possession by virtue of a special property, the complaint must set forth the facts. 135 C. 517.

CONN. GEN. STAT. § 52-526

Plea of lien by attachment. 14 Conn. 116, 117. Attachment dissolved. Id., 434; 16 Conn. 573; 18 Conn. 558; 31 Conn. 119. Informality in avowry. 4 Day. 144. Judgment on avowry for a taking damage feasant. Id. Presumption to support judgment on general issue. 36 Conn. 115. Judgment of return, on plea in abatement. 17 Conn. 242. Time of filing disclaimer rests in the discretion of the trial court. 41 Conn. 580. Wrongful detention not in issue unless disclaimer is filed with a general denial. 69 Conn. 451. A notice filed with the general issue is to be liberally construed in favor of the pleader. Id., 498, 499. Evidence admissible under the general issue. 70 Conn. 16. General issue alone does not raise issue as to demand for goods. 74 Conn. 23; see 71 Conn. 93. New trial given where defendant had damages without counterclaim in violation of this section. 101 Conn. 61. Limitation as to elements of damage. Id. Cited. 118 Conn. 225.

Where defendant simply filed general denial, court could not direct plaintiff to return a washing machine to defendant which defendant purchased under a conditional sales contract. 11 CS 334. Cited. 14 Conn. Supp. 458.

Conn. Gen. Stats. § 528

Cited. 16 Conn. 578. Nature of judgment for return of goods rendered on withdrawal of action. 70 Conn. 605. Erasure or dismissal for want of jurisdiction not a "nonsuit". 98 Conn. 230.

Conn. Gen. Stats. § 529

Judgment for return of the property a mere formality, when. 51 Conn. 176. Plaintiff entitled to full costs, although he fails to prove title to all the articles. 54 Conn. 83. Plaintiff cannot prove a "general or special property" in goods which are not distinguishable from others of like kind. Id., 317. Plaintiff not bound to prove that the property which was not replevied was in this state when wrongfully detained. 66 Conn. 546. Defendant not obliged to claim damages; may recover them subsequently in suit on replevin bond. 70 Conn. 340; 71 Conn. 86; 74 Conn. 392; Id., 553; 101 Conn. 417. Damages where lunch wagon is replevied and defendant prevails. 74 Conn. 552. Judgment of return and for costs proper where a plea to the jurisdiction is sustained. 64 Conn. 74. Nature of judgment for return of goods. 70 Conn. 605. Judgment as an estoppel in action on bond. 71 Conn. 698. Remittitur required as condition of not going to new trial. 81 Conn. 101. Effect of judgment for plaintiff on general issue. 69 Conn. 450. Costs recoverable. 40 Conn. 111; 48 Conn. 133; 54 Conn. 83. All the issues should ordinarily be tried together. 91 Conn. 319. Obligee entitled to nominal damages on bond where return of goods and payment of damages is refused, though subsequently made; 76 Conn. 683; so where third party, owner of goods, had taken them and suit was for expenses. 96 Conn. 683. Judgment

for nominal damages on counterclaim deprives defendant of right to sue again on replevin bond; res judicata. 101 Conn. 416. No damages can be given in replevin action unless counterclaimed by defendant. Id., 61. Elements of damage. Id. Cited. 118 Conn. 476. Plaintiff must prevail by strength of his title and not by weakness of defendant's. 128 Conn. 198; id., 508. Proof merely of actual possession by plaintiff of vehicles registered in another's name not sufficient. Id., 508. Replevin is a purely statutory action. 152 Conn. 695.

Cited. 18 Conn App. 1.

Conn. Gen. Stats. § 52-530

Recovery of damages where goods are detained out of state. 66 Conn. 549. Judgment on verdict giving no damages set aside; 100 Conn. 99; and also one on verdict awarding excessive damages. Id., 97.

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